CONTRACTS—OFFER AND ACCEPTANCE—MISTAKE IN TRANSMISSION OF OFFER BY TELEGRAM.—The National Bank of Powell, Wyo., telegraphed to the plaintiff an offer to sell a car of potatoes at $1.35 per 100. Through a mistake in the transmission of the telegram it read when delivered: "Can furnish one car clean potatoes at *once* $.35 per 100 f. o. b. Powell." The plaintiff accepted the offer and the Wyoming bank shipped the potatoes. *Held,* that the sender of the telegram was bound by the message as delivered and that a contract was completed on the basis of $.35 per 100. *J. L. Price Brokerage Co. v. Chicago B. & Q. R. R. Co.* (1917, Mo. K. C. App.) 199 S. W. 732. See COMMENTS, p. 932.

CONTRACTS—PERSONAL SERVICE—GROUNDS FOR DISMISSAL.—The plaintiff, employed as superintendent of gas engine shops, absented himself for several days from his work, for "diversion strictly personal," at a time when his presence was needed for the completion of delayed orders. He was dismissed shortly after, and in the subsequent bankruptcy of his employer, filed a claim for damages accruing from the alleged breach of his employment contract. *Held,* that the claim could not be allowed because an employee's voluntary and unnecessary absence from duty at a time when his presence was necessary to the success of his employer's business was ground for discharge; and if such ground in fact existed it was immaterial whether it was assigned, or even known to the employer, at the time of the dismissal. *Farmer v. First Trust Company* (1917, C. C. A. 7th) 246 Fed. 671.

Any act or neglect by an employee which injures, or tends to injure, his employer's business, is ground for the employee's dismissal. *Deane v. Cutler* (1892, Buff. Super. Ct.) 20 N. Y. Supp. 617; *Kidd v. American Pill & Medicine Co.* (1894) 91 Ia. 261, 59 N. W. 41; *Pearce v. Foster* (1886, C. A.) 17 Q. B. D. 536. This doctrine also applies to those serving in a supervisory capacity. *Armour & Cudahy Packing Co. v. Hart* (1893) 36 Neb. 166, 54 N. W. 262; *Norton v. McMurtry* (1860, Exch.) 2 L. T. Rep. N. S. 297. Yet the tendency is not to hold this class of employees as strictly for their time as the clerk or common laborer. *Turner v. Kouwenhoven* (1885) 100 N. Y. 115, 2 N. E. 637; *Shaver v. Ingham* (1886) 58 Mich. 649, 26 N. W. 162. An employer is protected in dismissing an employee if a justification exists at the time, even though he does not state it, or know of its existence; and though he assigns another ground. *Green v. Edgar* (1880, N. Y. Sup. Ct.) 21 Hun 414; *Sterling Emery Wheel Co. v. Magee* (1890) 40 Ill. App. 340; *Baillie v. Kell* (1838, Eng. C. P.) 4 Bing. N. C. 638. Nor is the employer's motive of moment. *McKeithan v. Telegraph Co.* (1904) 136 N. C. 213, 48 S. E. 646; *Jackson v. New York Medical School* (1893, N. Y. C. P.) 6 Misc. 101, 26 N. Y. Supp. 27; *Boston Deep Sea Fishing Co. v. Ansell* (1888, C. A.) 39 Ch. Div. 339. Though practically all the cases raising the point relate to personal service, this would seem to be merely a sound application of the general doctrine of contracts, that a breach by one party releases the other from further performance. Conversely, of course, the discharge cannot be justified by acts or circumstances subsequently arising, for in such a case the employer, by the discharge, has committed the first breach. *Gerardo v. Brush* (1899) 120 Mich. 405, 79 N. W. 646. And a breach by the employee, as a ground of discharge, may be waived by condonation. *Spindel v. Cooper* (1905, N. Y. App. T.) 46 Misc. 569; 92 N. Y. Supp. 822. Two early Massachusetts cases indicate a contrary tendency, holding that a church or parish may justify the dismissal of its pastor only on those grounds which were alleged at the time of the dismissal. *Thompson v. Catholic Society* (1827, Mass.) 5 Pick. 469; *Whitmore v. Fourth Congregational Society* (1854, Mass.) 2 Gray, 306. These seem to be the only cases in America relating to the discharge of ministers; but they are so opposed to the current of authority as to warrant the expectation that even in Massachusetts they would now be over-